


This instrument prepared by and should )  
be returned to: )  
)  
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Becker & Poliakoff, P.A. )  
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)

  
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**AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
OF QUAIL MEADOW SUBDIVISION**

WHEREAS, the original Protective Covenants of Quail Meadow Subdivision were originally recorded at Official Records Book 1414, Page 0921 of the Public Records of Marion County, Florida (hereinafter "original Declaration"); and

WHEREAS, the Declarant previously prepared amendments and supplements to the original Protective Covenants set forth as follows: **First Amendment to Protective Covenants of Quail Meadow Subdivision, as per Plat Book thereof, recorded in Plat Book "Y", Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 1445, Page 0468; Second Amendment to Protective Covenants of Quail Meadow Subdivision, as per Plat Book thereof, recorded in Plat Book "Y", Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 1483, Page 1277; First Supplement to Protective Covenants of Quail Meadow Subdivision, recorded at Official Records Book 1735, Page 0545; Third Amendment to Protective Covenants of Quail Meadow Subdivision, as per Plat thereof, recorded in Plat Book "Y", Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 1832, Page 1773; Fourth Amendment to Protective Covenants of Quail Meadow Subdivision, as per Plat thereof recorded in Plat Book "Y", Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 2128, Page 596; all of the Public Records of Marion County, Florida (collectively referred to as the "Amendments"); and**

WHEREAS, the original Declaration and the Amendments shall collectively be referred to as the "Declaration"; and

WHEREAS, the Owners have determined that it is in the best interest of the Owners and the Association to restate and amend the Declaration for the purpose of preserving the community as an attractive, quality community; to eliminate possible ambiguity in the terms of the Declaration; to clarify and amend the use restrictions and certain other provisions of the Declaration; and assure enforcement of the Amended and Restated Declaration; and

NOW THEREFORE, the Board of Directors hereby certifies that the Amended and Restated Declaration of Protective Covenants of Quail Meadow Subdivision attached hereto as Exhibit "A" was properly approved pursuant to Section 33 of the original Declaration by the affirmative vote of at least a majority of the Owners. The Amended and Restated Declaration shall specifically and completely supersede and replace the Declaration.

Executed at Ocala, Marion County, Florida, on this the 22 day of December, 2016.

Signed, sealed and delivered in the presence of:

[Signature]  
Printed Name: THOMAS A. JENNIFER

[Signature]  
Printed Name: MARION MEYER

(CORPORATE SEAL)

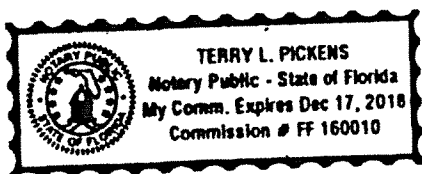
[Signature]  
Printed Name: THOMAS A. JENNIFER

[Signature]  
Printed Name: MARION MEYER

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2016, by John Lindsay and CATHERINE GANNON, as President and Secretary, respectively, of **QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They [ ] are personally known to me or [ ] have produced [Signature] as identification.

(NOTARY SEAL)



**QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.**

By: [Signature]  
Printed Name: JOHN LINDSEY

Title: Vice President  
Address: 4814 NW 35<sup>TH</sup> ST  
OCALA, FL 34482

ATTEST:

By: [Signature]  
Printed Name: CATHERINE GANNON

Title: Secretary  
Address: 4520 NW 30<sup>TH</sup> PL  
OCALA, FL 34482

[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: TERRY L. PICKENS

Commission No.: FF 160010  
Commission Expires: 12-17-2018

**EXHIBIT "A"**  
**AMENDED AND RESTATED**  
**DECLARATION OF PROTECTIVE COVENANTS**  
**OF QUAIL MEADOW SUBDIVISION**

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**AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
OF QUAIL MEADOW SUBDIVISION**

**SUBSTANTIAL REWORDING OF PROTECTIVE COVENANTS  
SEE CURRENT PROTECTIVE COVENANTS FOR PRESENT TEXT**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by the Protective Covenants of Quail Meadow Subdivision recorded on March 23, 1987, in Official Records Book 1414, Pages 0921, *et seq.*, Marion County, Florida Public Records, and subsequently amended and supplemented by the **First Amendment to Protective Covenants of Quail Meadow Subdivision as per Plat Book thereof**, recorded in Plat Book "Y" Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 1445, Page 0468; **Second Amendment to Protective Covenants of Quail Meadow Subdivision as per Plat Book thereof**, recorded in Plat Book "Y" Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 1483, Page 1277; **First Supplement to Protective Covenants of Quail Meadow Subdivision**, recorded at Official Records Book 1735, Page 0545; **Third Amendment to Protective Covenants of Quail Meadow Subdivision as per Plat thereof**, recorded in Plat Book "Y" Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 1832, Page 1773; **Fourth Amendment to Protective Covenants of Quail Meadow Subdivision**, as per Plat thereof recorded in Plat Book "Y" Pages 89 through 91, Public Records of Marion County, Florida, recorded at Official Records Book 2128, Page 596; all of the Public Records of Marion County, Florida.

The Community is further described in Plat Book "Y", Pages 89 through 91 of the Public Records of Marion County, Florida. A copy of the Plat and the legal description for the Community are attached as Exhibit "A".

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The name of the Homeowners' Association created to operate the Community is Quail Meadow Property Owners Association, Inc., hereinafter called the "Association."

**1. DEFINITIONS**

**1.1 "Act", or "Homeowners' Association Act", or "HOA Act"** means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.

**1.2 "Articles"** means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof.



1.3 **"Architectural Review Committee"** or **"ARC"** means and refers to the Board of Directors of the Association, or a Committee appointed by the Board of Directors of the Association, for the purposes set forth in this Declaration as to the Architectural Review Committee.

1.4 **"Assessment"** means the assessments levied by the Association against the Parcels, and shall be deemed to include both Regular Assessments and Special Assessments.

1.5 **"Association"** shall mean and refer to Quail Meadow Property Owners Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

1.6 **"Board"** means the Board of Directors of the Association.

1.7 **"Bylaws"** means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof.

1.8 **"Charge"** means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.9 **"Common Area"** or **"Common Properties"** means real property owned by the Association for the common use and enjoyment of the owners, or property which has been dedicated to the Association or Parcel Owners for common use or enjoyment, including without limitation, Drainage Retention Areas and Drainage Facilities owned by the Association.

1.10 **"Common Expenses"** means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws.

1.11 **"Declaration"** means this Amended and Restated Declaration of Protective Covenants of Quail Meadow Subdivision and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.12 **"Dwelling Unit," "Unit,"** or **"Residence"** means the home that is located on a Lot, and which is intended for occupancy by a Single Family.

1.13 **"Guest"** means a person who enters upon a Parcel at the invitation of a Parcel Owner, Resident or Occupant, for the purpose of visiting.

1.14 **"Improvement"** means any structural component built or constructed on a Lot or added to a Dwelling Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

1.15 **"Invitee"** means a person or persons that enter the Community for purposes of personal business with the Owner or Occupant.

1.16 **"Lot"** means any plot of land located within the Community and designated as a "Lot" on the Plat of the Community and intended for residential use, but shall not include the Common Areas as hereinafter defined.

1.17 **"Maintenance"** means the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

1.18 **"Member"** means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

1.19 **"Occupant"** means the person(s) occupying a Dwelling Unit as a Resident or Guest.

1.20 **"Owner", "Lot Owner" or "Parcel Owner"** means the record Owner of fee simple title to any Parcel and the Dwelling Unit thereon, whether one or more persons or entities.

1.21 **"Parcel"** means the underlying real property, the Parcel, and the Dwelling Unit thereon, if any, which is owned in fee simple and as designated as a parcel in the records of Marion County.

1.22 **"Rules and Regulations"** means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution, including those which pertain to the use of individual parcels.

1.23 **"Resident"** means the person or persons occupying a Dwelling Unit and may be an Owner, Guest or Tenant.

1.24 **"Tenant"** means a person occupying a unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc.

## **2. MEMBERSHIP AND VOTING RIGHTS**

2.1 **Member.** Every Owner of a Parcel subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Parcel that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property.

2.2 **Transfer.** Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

2.3 **Voting.** Each Parcel shall have one indivisible vote. If a Parcel is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Parcel. If a Parcel is owned by a corporation, any officer may vote on behalf of said corporation. If a Parcel is owned by a partnership, any general partner may vote on behalf of the partnership. If a Parcel is owned in trust, any trustee of a trust shall be entitled to vote. If a Parcel is owned by a limited liability company, any member, manager or officer may vote on behalf of the limited

liability company. Any person with apparent authority asserting the right to vote on behalf of a Parcel owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Parcel, unless the Parcel has filed voting instructions with the Association designating some other person entitled to vote, or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Parcel cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Parcel where the voting rights assigned to the Parcel are suspended pursuant to the terms of the Declaration, the Articles of Incorporation, the Bylaws, and/or Florida Law.

### **3. ASSESSMENTS**

**3.1 Common Expense.** The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas, and the administration of affairs of the Association shall constitute Common Expenses, including those associated with Recreation Facilities. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

**3.2 Allocation of Assessments.** Except for any maintenance surcharge which may be imposed on any Parcel pursuant to this Declaration of Covenants, and except for Recreation Facilities Charges apportioned only to Non-Exempt Parcels pursuant to Article 18 of this Declaration of Covenants, assessments of the Association shall be apportioned on an equal basis to each Parcel.

**3.3 Purpose of Assessment.** There is hereby imposed upon each Parcel and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Parcel to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

**3.3.1** Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas. Bulk cable television may be provided by the Association, as a Common Expense, if approved by a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present.

**3.3.2** The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

**3.3.3** The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

**3.3.4** Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws, including costs and expenses associated with social activities and functions organized by the Board or any of its official committees.

**3.4 Budget.** The Board shall prepare and adopt an estimated balanced annual budget which shall reflect the estimated Common Expenses for the next succeeding year.

**3.5 Amendment of Budget.** Adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

**3.6 Time of Payment.** Assessments shall be payable by Parcel Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

**3.7 Special Assessments.** In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by regular assessments

**3.8 Lien.** Assessments for Common Expenses, including Regular Assessments, Special Assessments, Recreation Facilities Charges, and other Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorney's fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot against which such Assessments or Charges are made. Each Assessment or Charge against a Lot, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Lot assessed or charged and shall be the joint and several liability of all Owners of the Lot. Except as provided below, any person or entity which acquires title to a Lot, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Marion County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a Lot as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Act.

**3.9 Remedies for Delinquency.** In the event any Owner fails to pay assessments or any installment thereof charged to the Parcel ten days after the same becomes due, an administrative late charge as provided by law, \$25.00, or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies:

**3.9.1** To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

**3.9.2** To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3.9.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.9.4 To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.9.5 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

3.9.6 The Association may elect to terminate any existing leases with respect to Parcels in default and prohibit the Parcel from being rented in the future until the default is cured.

3.9.7 The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.

3.9.8 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

#### **4. EASEMENTS**

All Drainage Easements, Utility Easements, Rights-of-Ways, and other easements of record, including without limitation those indicated on the Community plats referenced herein, shall remain in effect pursuant to their terms, unless specifically and expressly modified or extinguished pursuant to this Amended and Restated Declaration.

The Association has the power, without the joinder of any owner, to grant, modify or move its easements, such as electric, gas, cable television, or other utility, service or access easements, in any portion of the Community, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Community. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility related equipment or installations are to be so transferred.

#### **5. USE RESTRICTIONS**

All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

**5.1 Age of Residents.** The Quail Meadow Subdivision is intended as housing for older persons, as that term is used and defined in the applicable Federal and State Fair Housing laws. Subject to all relevant statutes, ordinances, and exceptions noted below, as they may be amended

from time to time, each Dwelling Unit must be occupied by at least one (1) person who is at least fifty-five (55) years of age or older. Persons between the ages of eighteen (18) and fifty-four (54) may occupy and reside in a Dwelling Unit as long as at least one of the occupants is at least fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Dwelling Unit, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days total in any calendar year. Notwithstanding the above, if a Dwelling Unit is transferred by inheritance, the requirement of the Dwelling Unit being occupied by a person at least fifty-five (55) years of age or older is waived as to occupancy by the heirs for so long as no permanent occupant is under the age of eighteen (18) years and at least eighty (80%) percent of the Dwelling Units in the Community are occupied by at least one person who is the age of fifty-five (55) years or older. The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the Dwelling Unit out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Dwelling Unit with at least one person fifty-five (55) years of age or older in occupancy with them at all times. Subject to the terms of this Declaration, the Articles and By-Laws, the Association shall have the authority to make any additional capital improvements upon the Common Area necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied Dwelling Units in the Subdivision are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law, and at least every two years.

**5.2 Dwelling Unit.** Each Dwelling Unit must have a minimum air conditioned square footage of 1,100 square feet, excluding the garage area. Mobile homes, modular homes, or house trailers are not permitted on the Lots as permanent Dwelling Units.

**5.3 Building Setback Lines, Size of Buildings, Site Restrictions and Building Height.** All Dwelling Units, structures, and improvements shall conform to the requirements of the County and the Governing Documents, including any minimum setback requirements established by the County or the Association.

**5.4 Garages.** Each Dwelling Unit must include an attached minimum two (2) car garage. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change any garage to interfere with the use of it as a storage place for automobiles. Garage doors shall be kept closed at all times, except to permit ingress and egress of vehicles, when the garage is actively being used, and when the garage screen, if any, is closed.

**5.5 Driveways.** All driveways shall extend to the street pavement. Driveways shall be constructed of concrete with a broom finish, as originally installed by the Developer, unless

otherwise approved by the Association in writing. The Board of Directors may establish additional guidelines regarding driveway materials and appearance in furtherance of this provision, including guidelines regarding the staining of driveways, if any. If the driveway apron is expanded, the new apron material must match the current approved material of the existing driveway apron. Driveway entrances from the street pavement to lot line shall be constructed to County or applicable governmental agency regulation and specifications.

**5.6 Animals.** Except as hereinafter provided, no reptiles, swine, fowl, poultry, or livestock may be raised, kept, or bred. Dogs, cats and other household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. No dog shall be kept on any lot which, by barking, howling or otherwise disturbs the quiet of the neighborhood. Not more than a total of two (2) pets shall be allowed to be kept on the lot. All pets shall be kept on a leash when not within the lot owners' fenced yard and no pets shall be allowed to run at large within the Community.

In the sole opinion of the Board, should any pet become a nuisance or source of annoyance to any other Owners or Residents, such animals shall be permanently removed from the Parcel, Lot and Community upon three-day written notice. Owners are responsible for having a means to remove and dispose of droppings in a prompt and sanitary manner, and must in fact do so.

**5.7 Vehicles.** No commercial vehicles, boats, boat trailers, recreation vehicles, motor homes, or any other transportable personal property except passenger automobiles, trucks, and motorcycles, shall be permitted in the driveways, and must be kept in garages at all times, except when entering or leaving the Community. Automobiles and any other vehicles must be operational, and must display valid registration. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. Travel trailers, motor homes, and other recreational vehicles may be placed upon a Parcel for loading or unloading but shall not remain on said Parcel longer than 48 hours. If additional time is needed, it can be authorized in writing by an officer of the Board upon a showing of good cause. Commercial vehicles means vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment or otherwise indicates a commercial use. The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service vehicles.

**5.8 Landscaping.** All Owners must maintain a comprehensive landscape plan on their Parcel, as approved by the ARC. No artificial shrubbery, trees, or other artificial vegetation or landscaping shall be permitted. All lawns must be regularly mowed, fertilized, irrigated, and maintained in a neat and healthy condition. Lawns must be edged around driveways, walkways, and along paved streets. All shrubbery and trees must be trimmed and maintained in a neat and healthy condition at all times by each Parcel Owner, and shall not be permitted to infringe upon neighboring properties.

**5.8.1** When trees must be removed, stumps must be ground below the surface of the Lot, covered and leveled with soil, and either sodded or landscaped with approval of the ARC.



5.8.2 No vegetable, fruit, or other food garden may be grown or cultivated in the front yard of any lot. Gardens may be grown or cultivated in the back yard but may not exceed two percent (2%) of the gross square footage of the Lot upon which the garden is grown.

5.8.3 No plants or landscaping elements may be installed in swales, except for approved sod. This restriction is intended to facilitate proper drainage through the Community.

5.9 **Power Tools and Equipment.** Power tools and lawn equipment may not be used before 8:00am nor after 8:00pm. Owners are required to inform third-party service providers of this restriction.

5.10 **Hoses.** Hoses must be stored in a neat and orderly fashion, either within a garage, or by using a hose reel or hose box.

5.11 **Signs.** "For sale" signs, "for rent" signs or other window displays, signs, or advertising are not permitted on any part of the Common Areas, unless expressly permitted by the ARC. Only one such sign may be displayed on a Lot at any given time, including signs in or on vehicles parked on a Lot. Security signs are permissible, as provided by Florida law. Political signs may be displayed on a Lot, the dimensions of which shall not exceed 24 inches by 24 inches. All political signs must be removed from the property no later than the day after the election.

5.12 **Garage Sales.** No garage sale, flea market, auction, or similar event shall be held on any Lot, except those which are held in conjunction with community-wide garage sales, which may only be organized at the direction of the Board of Directors. Under no circumstances may non-residents or commercial vendors participate in any such events. This ban also prohibits residents from offering merchandise or property owned by non-residents or commercial vendors during community-wide garage sales organized by the Association.

Estate sales or sales held in conjunction with the sale of the Lot ("moving sales") may only be held with prior written approval of the Board of Directors, and under no circumstances may more than two (2) such events be held on any Lot in any period of twelve (12) consecutive months. The Board of Directors may adopt additional rules or regulations pertaining to any such sales.

5.13 **Mailboxes and House Numbering.** As of the effective date of this Amended and Restated Declaration, all new mailboxes must be the color white, display the street address number, be approved by the United States Postal Service, and affixed atop a white four-inch squared post. Displaying the name of the occupant is optional, but not required. A newspaper box and/or reflector may be added to the post structure of mailbox. Street address numbers (no larger than five inches in height) must also be placed on the front of the Dwelling Unit in plain view from the street. Mailboxes and their supporting structures are the responsibility of the Owners to maintain, repair, or replace subject to regulation by the ARC.

5.14 **Antennae, Satellites, and Weather Equipment.** No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any home nor

in any of the Common Areas except with the prior written consent of the ARC, and except as follows:

**5.14.1 Television and Other Outdoor Antennae.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Lots/Dwellings subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.
- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association, and may not exceed twenty-six (26) feet in total height.

**5.14.2 Location of Antennas.** To the extent feasible, all antennas must be placed in locations to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

**5.14.3 Color of Antenna Masts.** All antenna masts shall be painted to blend into the background against which it is mounted. If the antenna masts are not mounted on a building, they must be made the color of the exterior walls of the residence on that lot.

**5.14.4 Safety Requirements.** To ensure the safety of the Owners, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the Community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. An Owner shall indemnify and hold harmless the Association, and all other Owners, for any damage that an antenna causes to the property or to persons or other property.

**5.15 Tents and Sun Shelters.** Tents and sun shelters may only be located on a Parcel on a temporary basis, and must be approved by the ARC.

**5.16 Wells, Water, and Septic Systems.** No individual water well or water supply system shall be permitted on any Parcel, with the exception of those used solely for irrigation. All water and septic systems shall meet the requirements of State, County and other applicable governmental authorities. All Owners must comply with the watering schedules and restrictions set by the applicable governmental authority, if any. No irrigation or pumping of water by Owners from the drainage system or Drainage Retention Areas shall be allowed.

**5.17 Dangerous Materials.** No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

**5.18 Window and Door Treatments; Awnings.** No Owner shall install or maintain aluminum foil or other reflective material on any window or glass door except as approved by the ARC for energy conservation purposes. No bars of any kind may be installed on windows or doors. Awnings, hurricane shutters, solar film, and other window shading or decoration shall be subject to the prior approval and control of the ARC.

**5.19 Single Family Use.** Each Parcel may be used for single-family residential purposes only. Single family shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Dwelling Unit at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing a Parcel subject to the conditions and covenants contained in this Declaration.

**5.20 Commercial Activity.** Business or commercial activity of any kind shall not be conducted on or from any Lot nor in or from any residence except as provided herein, nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in their residence, or from handling personal, business or professional communication and written correspondence in and from his residence. Parcels may not be used for commercial or business purposes, including, without limitation, operating a care facility or any other use that requires an occupational license. Occupants may use Parcels for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the property, the posting of any signage in the Community, or the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use.

**5.21 Structural Changes.** No structural additions or alterations may be made to any improvements on the Lot without the approval of the Architectural Review Committee, other than the interior work done in a Dwelling Unit, which is not visible from the exterior.

**5.22 Nuisance.** Neither Owners nor Occupants shall permit any nuisance to exist upon or within the Dwelling Unit or Parcels, or any conduct that creates an annoyance or disturbance detrimental or bothersome to any other Parcels, Occupants or Owners, or which interferes with the peaceful possession and proper use of the Community by its Residents.

**5.23 Subdivision of Parcels.** No Owner shall divide nor subdivide a Parcel for purposes of sale or lease and no portion less than all of any Parcel, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner without the approval of the Board. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents. Combining of adjoining Parcels is permissible but the Owners of the divided parcel shall remain responsible for the full assessment applicable to each Lot.

**5.24 Sheds and Temporary Structures.** No freestanding outbuildings, sheds, garages, or temporary buildings of any kind are permitted. Sheds are permissible only when the shed is a permanent addition affixed to the Dwelling Unit, and has received prior written approval from the ARC. Any such freestanding outbuildings existing as of the effective date of this Amended and Restated Declaration cannot be replaced once they have reached the end of their useful life, but must otherwise be maintained in good condition. The color of the shed and the visible roof must match or compliment the Dwelling Unit. Any utility shed must be made of the same materials as the Dwelling Unit, must be approved by the Architectural Review Committee prior to installation, and must be situated in the back yard so as not to be seen from the front adjacent road (i.e. the road that runs adjacent to the front yard of each Lot), and must be attractively landscaped in general conformance with the Dwelling Unit. The Architectural Review Committee will determine whether the subject utility shed is visible from the front adjacent road. In no event may any structure, temporary or otherwise, be used as a residence beyond the Dwelling Unit located on each Lot.

**5.25 Decks.** Decking of any kind is prohibited on Parcels.

**5.26 Fences and Barrier Hedges.** Fences or other vertical construction or dividing instrumentality are prohibited, except as provided: A four-foot high green galvanized chain link fence, or a five-foot high landscaped hedge may be constructed or maintained, provided the fence or hedge encloses only the area at the rear of the residence. Barrier hedges must be set back three feet from the property line. In no instance shall any colored insert coverings be permitted on chain link fencing. Such fences and hedges are subject to prior written approval and control of the ARC.

**5.27 Enclosures.** No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC.

**5.28 Compliance with Law.** No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

**5.29 Obstruction of Common Ways.** No Owners or Occupant may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

**5.30 Pools; Bodies of Water.** Any swimming pool to be constructed on any lot shall be subject to County approval, and the prior written approval of the ARC. No above ground pools shall be permitted. All pools must be enclosed, and the enclosure, including the design and screening material, are subject to prior written approval of the ARC.

**5.31 Member Conduct.** Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

**5.32 Air Conditioning Units.** No Owner shall install nor allow to be installed any window mounted or through-the-wall mounted air conditioning unit.

**5.33 Refuse, Debris, and Storage.** No Owner or Occupant may allow any rubbish, refuse, garbage, debris or trash to accumulate in places other than receptacles (garbage cans) intended therefore. Each Parcel shall be kept in a clean and sanitary condition. Such refuse and debris may not be burned. Scrap metal, salvage material, building materials, power tools, and the like may not be stored in view on the parcel.

**5.34 Receptacles.** Garbage or trash containers, oil tanks or gas tanks must be placed so they are not visible from the streets or from other Parcels. Garbage or trash containers may be placed out for collection no more than twelve (12) hours before pickup and must be retrieved and put inside the garage within twelve (12) hours of pickup.

**5.35 Outdoor Clothes Drying and Garment Hanging.** No outdoor clothes drying facility or apparatus other than one residential-type umbrella clothesline shall be installed, and then only in the rear yard of a Dwelling Unit within the area bounded by the rear wall of the Dwelling Unit, extending to a line fifteen (15) feet from the Dwelling Unit that is parallel to the rear wall of the Dwelling Unit. Garments, rugs or any other materials may not be hung from windows, or from the exterior of any Dwelling Unit.

**5.36 Prohibition of Remotely Controlled Flying Devices.** Absent specific written authorization by the Board of Directors, remotely controlled flying devices, also known as drones, are prohibited from being used or operated on, over, or immediately adjacent to individual Parcels and the Clubhouse pool area, and may not be used to capture live or recorded video footage or photographs of these areas. Violators of this rule will be subject to fines and/or injunctive relief as provided by Florida law.

**5.37 Costs of Enforcement.** In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or his family, guests, invitees or lessees) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorney's fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

**5.38 Rules and Regulations.** Owners, their family, invitees, guests and tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board, which may govern the operation of the Association, Common Areas, and

individual Parcels, provided that copies of such regulations are available to each Member prior to the time said regulations become effective.

## **6. MAINTENANCE, REPAIR AND REPLACEMENT**

**6.1 Maintenance of Common Area by the Association.** Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Area, including all improvements placed thereon. This maintenance requirement includes, but is not limited to, any entrance signs, walls, fences, landscaping, lighting, recreational facilities, clubhouse, parking lots, and pool located on any Common Areas.

**6.2 Permits, Licenses and Easements.** Subject to the provisions of Article 4 of this Declaration, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

**6.3 Maintenance of Parcels by Owners.** Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Parcel, including, but not limited to, the Dwelling Unit and other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must perform maintenance and repair work on his Lot and Dwelling Unit promptly. Items of Owner responsibility include, without limitation, exterior siding and paint, roofing, fascia, landscaping, driveways, and walkways. Any such repairs are subject to ARC approval, as provided elsewhere herein. Any repairs or replacements must match, as close as reasonably possible, or unless otherwise approved by the ARC, the previously existing improvements in like-new condition.

**6.4 Prohibition.** Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

**6.5 Owner Liability.** Should any Owner do any of the following:

**6.5.1** Fail to perform the responsibilities as set forth in this Article or,

**6.5.2** Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

**6.5.3** Undertake unauthorized improvements or modifications to his Parcel, Dwelling Unit, or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Parcel and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. "Reasonable prior written notice," under this subsection, shall mean not less than fifteen (15) days written notice sent to all Owners of record, at the last known mailing address. Written notice must be sent via certified

mail, return receipt requested, sent via e-mail to the e-mail addresses of record for all Owners (if Owners have provided e-mail addresses to the Association), and sent via first class mail. The date the written notice is postmarked by the postal service is the date by which the fifteen (15) days calculation referenced above shall commence. The cost of said work shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Parcel with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due. This shall not be construed as an exclusive remedy, and does not preclude Association from seeking other remedies as provided for in this Declaration, including but not limited to injunctive relief.

**7. ADDITIONS AND ALTERATIONS.** There shall be no material alterations or substantial additions to the Common Areas or association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of a majority of the entire voting interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

**8. ASSOCIATION INSURANCE.** The following provisions shall govern insurance covering the Association:

**8.1** Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.

**8.2** The named insured shall be the Association itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

**8.3** One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

**8.4** The above paragraph notwithstanding, each member releases and indemnifies the Association, its members, employees and agents and shall hold them harmless for injuries or damages to persons or property because of the member's neglect, recklessness or intentional acts.

**8.5** The Association shall maintain insurance covering the following:

**8.5.1** Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and

**8.5.2** Such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including but not limited to vandalism and malicious mischief.

8.5.3 Comprehensive general public liability and hired, owned and non-owned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association property, adjoining driveways and walkways, or any work, matters or things related to the Association property or this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, combined single limit and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

8.5.4 The association shall obtain and maintain adequate insurance or fidelity bonding of persons who control or disburse funds of the association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the association or its managing agent at any one time. As used in this Article, the term "persons who control or disburse funds of the association" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the association.

8.5.5 Workers Compensation coverage if required by law.

8.5.6 Umbrella liability in an amount of at least \$1,000,000.

8.5.7 Directors and Officers liability coverage as deemed appropriate by the Board.

8.5.8 Flood insurance if deemed appropriate by the Board.

8.5.9 Other insurance as the Board shall determine from time to time to be desirable.

8.6 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

8.6.1 subrogation against the Association and against the Owners individually and as a group,

8.6.2 pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

8.6.3 avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

8.7 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Parcels or their appurtenances or of the common areas by particular Owners shall be assessed against and paid by such Owners.

8.8 Insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds because of



damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the common areas appurtenant to each Parcel.

8.9 The Association is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Parcel and for each Owner of any other interest in the Association property to adjust claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.10 The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Dwelling Unit nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

9. **OWNER INSURANCE.** The following provisions shall govern insurance covering the Owners:

9.1 **Liability Insurance.** Each Parcel Owner is responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his Parcel, as he may deem appropriate.

9.2 **Casualty Insurance.** Each Owner is responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his Dwelling Unit and all other insurable improvements situated upon his Parcel in an amount equal to the full replacement cost thereof.

10. **RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY.** In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

10.1 Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advisable in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

10.2 If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

## 11. **ENFORCEMENT**

11.1 In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

11.1.1 Impose a fine or suspension of common area use rights against the Parcel as provided in Florida Statutes and in the governing documents; and/or

11.1.2 Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.1.3 Commence an action to recover damages; and/or

11.1.4 Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

11.1.5 Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Marion County.

11.2 Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

11.3 Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit or occupying his Parcel, including family members, Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

12. **AMENDMENTS.** Except as elsewhere provided herein, this Declaration may be amended in the following manner:

**12.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

**12.2 Notice.** The subject matter of a proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered.

**12.3 Adoption of Amendments.** An amendment so proposed may be adopted by a vote of two-thirds of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote, or as elsewhere provided for in this Declaration.

**12.4 Execution and Recording.** An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the Public Records of Marion County.

**12.5 Automatic Amendment.** Whenever Chapter 720, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and 720 of the Florida Statutes, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

### **13. [INTENTIONALLY DELETED]**

### **14. TERM OF DECLARATION AND TERMINATION**

**14.1** The Declaration has an initial term extending from the effective date of this Amended and Restated Declaration to January 1, 2027 and shall automatically renew for successive 10-year periods unless terminated upon the affirmative written consent of ninety percent (90%) of the entire voting interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Parcels.

**14.2** If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

**14.2.1** That Parcels shall continue to be used solely as single-family residences.

**14.2.2** Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

### **15. INDEMNIFICATION**

15.1 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

15.2 To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

15.3 Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

15.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the Director, Officer or Committee Member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

15.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or

Committee Member and shall inure to the benefit of the heirs, executors and administrators of such person.

15.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the duty to indemnify them against such liability under the provisions of this Article.

## 16. ASSOCIATION LIABILITY

16.1 **Limitation of Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners, tenants, guests, occupants, or invitees for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, tenants, guests, occupants, or invitees, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, or Permitted Person. Without limiting the generality of the foregoing:

16.1.1 It is the express intent of the association documents that the various provisions thereof which are enforceable by the association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the association property and the value thereof;

16.1.2 The association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Marion County and/or any other jurisdiction or the prevention of tortious activities; and

16.1.3 Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person, even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the association property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the association has been disclaimed in this provision.

As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

**17. ARCHITECTURAL CONTROL.** The Association, acting through the Board or the Architectural Review Committee (ARC), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on the Parcel, and to enforce standards for the external appearance of any structure or improvement located on the Parcel, as set forth in the Governing Documents and in any architectural guidelines promulgated by the Board. If there are any conflicts between this Declaration and architectural guidelines, if any, the Declaration will control. The Architectural Review Committee shall consist of at least three Members of the Association appointed by the Board of Directors. The Board may act as the ARC and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The Board of Directors in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

**17.1 Approval Necessary.** No dwelling, building, outbuilding, garage, pool, paving, fence, wall, retaining wall, patio, screened enclosure, walkway or other structure or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Parcel, nor shall the exterior of any Dwelling Unit or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Parcel be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an Owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, window treatments and the like) be made unless the proposed alterations are not otherwise prohibited by the Governing Documents and Rules and Regulations, and until the plans and specifications for said alterations are reviewed and approved in writing by the ARC prior to the commencement of any work. The ARC may further specify what information must be given as a part of each application on a case by case basis. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

**17.2 Architectural Review Committee.** All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable. The ARC shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association and architectural guidelines, if any, and similar to other such improvements previously allowed.

**17.3 Endorsement of Plans.** Approvals of plans, specifications and location of improvements by the ARC shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the person submitting the same. The approval of the ARC of plans or

specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within twelve-months, which may be extended by the ARC for good cause shown.

**17.4 Construction to be in Conformance with Plans.** After such plans and specifications and other data submitted have been approved by the ARC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Parcel unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Parcel plans approved by the ARC.

**17.5 Right of Entry.** Any member of the ARC may, upon 48 hour notice, inspect any building exterior or property subject to the jurisdiction of the ARC, and any building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

**17.6 Local Building Code.** This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

**17.7 Restoration in Event of Damage or Destruction.** In the event any Improvement on a Parcel is damaged or destroyed, in whole or in part, the Parcel Owner shall take action deemed necessary by the ARC to correct any unsightly or dangerous condition resulting from such damage or destruction. The Parcel Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the ARC for good cause shown. The Owner shall undertake such corrective action as soon, as is practicable in order to avoid an unsightly or dangerous conditions. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the ARC, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the Parcel and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Parcel for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

**17.8 Non-Waiver of Future Approvals.** The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

**17.9 Fill, Grade, and Drainage.** No fill shall be added to or removed from any Parcel, nor shall the Owner of any Parcel do anything to change or interfere with the drainage of storm water. No change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARC. Owners shall not release drainage into culverts, the drainage system, or Drainage Retention Areas. No property owner shall take any action which will divert, impede or interfere with the natural flow of waters through said drainage culvert system, drainage easements, drainage retention areas and drainage facilities as designated on the Community plats.

**17.10 Time periods; Appeals.** In the event the ARC fails to approve or disapprove the requested item within thirty-days after the ARC has acknowledged receipt of a complete application, it shall be considered as being denied. Should the ARC be a body other than the Board, a decision of the ARC may be appealed by any member to the Board and such appeal must be filed in writing and received by the Board within ten days of the decision of the ARC. The Board shall render a decision with respect to the matter appealed within thirty-days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said thirty-day period, the decision of the ARC shall govern.

## **18. RECREATION FACILITIES**

**18.1 The Recreation Facilities; Non-Exempt and Exempt Parcel Owners.** The original Developer of Quail Meadow Subdivision, Drexel Investments, Inc., by virtue of the Third Amendment to Protective Covenants of Quail Meadow Subdivision, recorded at Official Records Book 1832, Pages 1773 thru 1783, inclusive, Public Records of Marion County, Florida, constructed certain Recreation Facilities within the subdivision located on the Lots previously identified as Lots 1, 2, 17, and 18, Block O, of Quail Meadow Subdivision ("Recreation Area"). By virtue of Third Amendment to Protective Covenants of Quail Meadow Subdivision, and subject to the provisions of this Amended and Restated Declaration, each Non-Exempt Parcel Owner shall have the right to utilize the Recreation Facilities on a non-exclusive basis in common with such other persons, entities and corporations entitled to utilize the Recreation Facilities, as determined by the Board of Directors. However, also by virtue of the Third Amendment to Protective Covenants of Quail Meadow Subdivision, and subject to the provisions of this Amended and Restated Declaration, Exempt Parcel Owners (as identified on Exhibit "D" to this Amended and Restated Declaration) shall not have the right to utilize the Recreation Facilities, nor shall they be responsible for the costs associated with the maintenance and operation of the Recreation Facilities, unless and until the Exempt Parcel Owners execute an irrevocable Joinder and Consent to subject their Parcel to both the privileges and obligations shared by Non-Exempt Parcel Owners. Upon executing a Joinder and Consent, said privileges and obligations regarding the Recreation Facilities shall run with the Parcel identified in the Joinder and Consent, and the previously Exempt Parcel Owner shall become a Non-Exempt Parcel Owner.

**18.2 Recording Joinder and Consent.** The Board of Directors shall have the authority to establish and require a form Joinder and Consent pursuant to this Article. Upon execution of said Joinder and Consent by an Exempt Parcel Owner, the Joinder and Consent shall be recorded in the Public Records of Marion County. Further, the Board of Directors may record a Certificate of Amendment removing the Exempt Parcel Owner from Exhibit "D" of this Amended and Restated Declaration upon execution of the Joinder and Consent. Such certificate of amendment shall not require the approval of the membership for this limited purpose.



**18.3 Recreation Facilities Charge.** Each Non-Exempt Parcel Owner, by acceptance of a deed or title to a Non-Exempt Parcel, is deemed to have specifically covenanted and agreed to pay all Recreation Facilities Charges for the maintenance, operation, and management of the Recreation Facilities. Recreation Facilities Charges shall be apportioned on an equal basis to each Non-Exempt Parcel, and shall be set, levied, and collected pursuant to Article 3 of this Declaration of Covenants.

## **19. GENERAL PROVISIONS**

**19.1 Enforcement.** The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

**19.2 Additional Property.** Additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

**19.3 Notices.** Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the address as may be designated by him from time to time, in writing to the Association.

**19.4 Exhibits.** There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

**19.5 Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder and if not available, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and is not available, the signature of another Officer may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

**19.6 Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in Marion County.

**19.7 Severability.** The invalidity in whole or in part of any covenant or restriction, or any Article, sub-section, sentence, clause, phrase or word, or other provision of the Governing Documents or the Rules and Regulations adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

**19.8 Non-Waiver.** No provisions contained in this Governing Documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

**19.9 Ratification.** Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each occupant by reason of his occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association, are fair and reasonable in all material respects.

**19.10 Plurality; Gender.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

**19.11 Captions.** The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

**19.12 Priority of Governing Documents.** If there are any conflicts between this Declaration and the Articles of Incorporation, Bylaws, or Rules and Regulations, if any, the Declaration will control. If there are any conflicts between the Articles of Incorporation and the Bylaws, or Rules and Regulations, if any, the Articles of Incorporation will control. If there are any conflicts between the Bylaws and the Rules and Regulations, if any, the Bylaws will control.

ACTIVE: 9177146\_1

Composite Exhibit "A"

LEGAL DESCRIPTION

The property as described on the following Plat, which is attached and incorporated into this Composite Exhibit "A":

Quail Meadow, as recorded in Plat Book Y, Page 89 through 91 of the Public Records of Marion County, Florida.

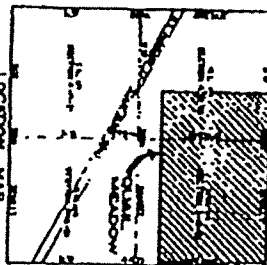


[illegible]

# QUAIL MEADOW

SECTIONS 3 & 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK Y PAGE 89  
SHEET 1 OF 3 SHEETS



THE STATE OF FLORIDA, COUNTY OF MARION, BEFORE ME, the undersigned authority, on this day personally appeared James H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of January, A.D. 1964.

Notary Public for Marion County, Florida

WITNESSES my hand and seal this 1st day of January, A.D. 1964.

Notary Public for Marion County, Florida

THE STATE OF FLORIDA, COUNTY OF MARION, BEFORE ME, the undersigned authority, on this day personally appeared James H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of January, A.D. 1964.

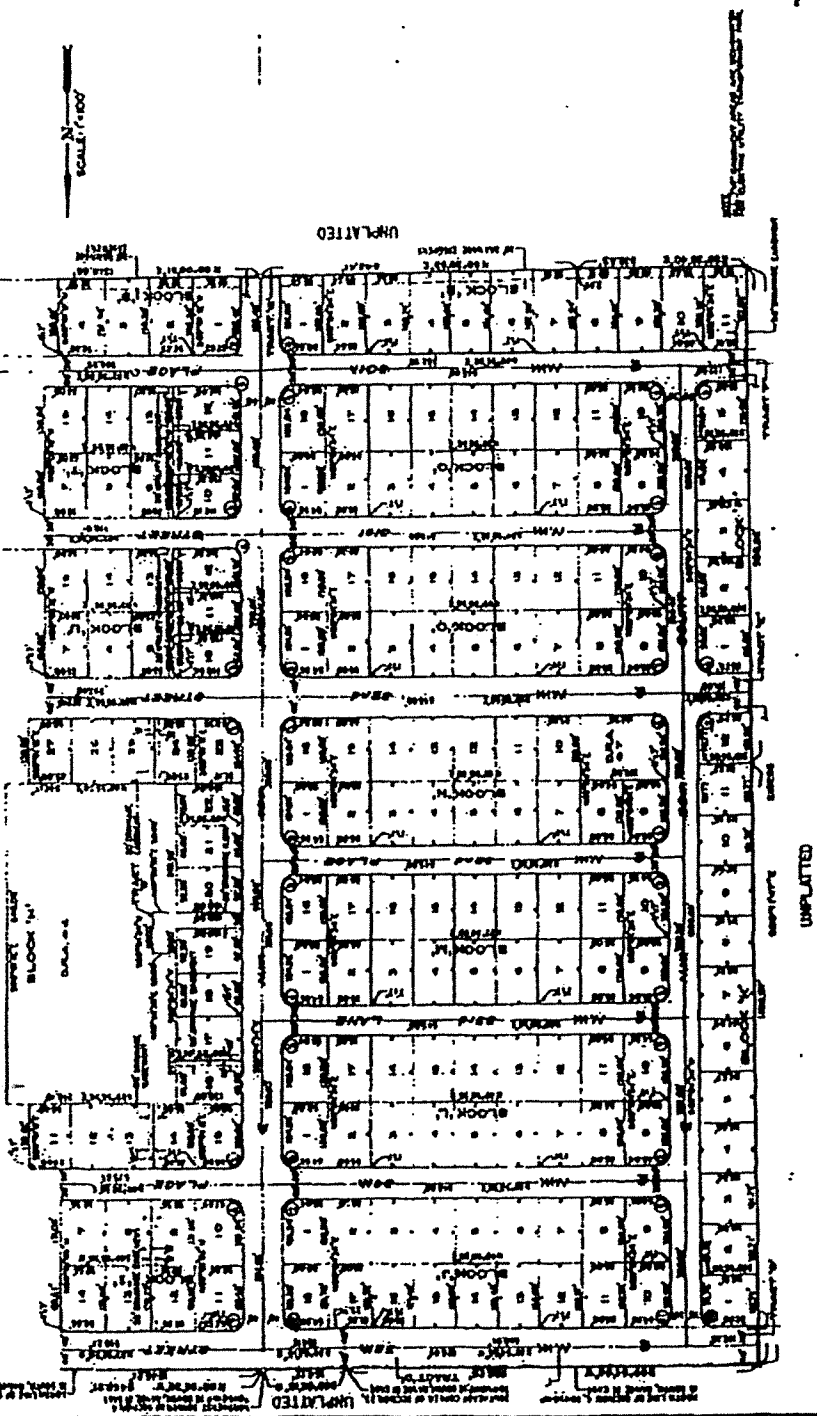
Notary Public for Marion County, Florida

THE STATE OF FLORIDA, COUNTY OF MARION, BEFORE ME, the undersigned authority, on this day personally appeared James H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

# QUAIL MEADOW

SECTIONS 3 & 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

SEE SHEET 2 OF 3 SHEETS



NOTICE: This map is not a survey and should not be used for any purpose requiring a survey.

DAVID R. ELLSPERMAN, CLERK & COMPTROLLER MARION CO  
DATE: 09/01/2015 12:43:28 PM  
FILE #: 2015080851 OR BK 6287 PGS 845-861  
REC FEES: \$146.00 INDEX FEES: \$0.00  
DDS: \$0 MDB: \$0 INT: \$0

This instrument prepared by and  
should be returned to:

Adam W. Carls, Esquire  
Becker & Poliakoff, P.A.  
111 North Orange Ave.  
Suite 1400  
Orlando, FL 32801  
(407) 875-0955

**CERTIFICATE OF RECORDING  
ORIGINAL ARTICLES OF INCORPORATION OF  
QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.  
AND  
ARTICLES OF MERGER BETWEEN  
QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.  
(SURVIVING CORPORATION)  
AND  
QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC.**

THIS IS TO CERTIFY that the Articles of Incorporation, attached hereto as Exhibit "A" constitute the original Articles of Incorporation of the Quail Meadow Property Owners Association, Inc., which were filed with the Secretary of State on April 16, 1987.

THIS SHALL FURTHER CERTIFY that the Articles of Merger and Agreement and Plan of Merger, attached hereto as Exhibit "B," constitute the Articles of Merger and Agreement and Plan of Merger of Quail Meadow Property Owners Association, Inc., and Quail Meadow Recreation Property Owners Association, Inc., which were filed with the Secretary of State on January 20, 2015. Quail Meadow Property Owners Association, Inc. is the surviving corporation in the Merger.

Executed at Orlando, (city), Orange County, Florida, on this the 21<sup>st</sup> day of August, 2015.

(Signature on Next Page)

Page 1 of 2



# State of Florida

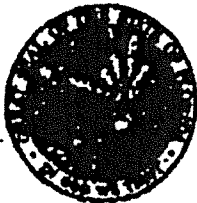


Department of State

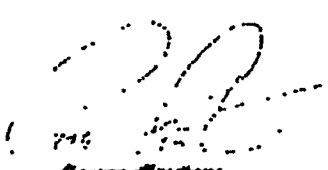
I certify that the attached is a true and correct copy of the Articles of Incorporation of QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 16, 1987, as shown by the records of this office.

The document number of this corporation is N20172.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
17th day of April, 1987.



CRS 200001 (10-86)

  
George Firestone  
Secretary of State



Signed and delivered  
in the presence of:

Karen Hutchison  
Printed Name: Karen Hutchison

[Signature]  
Printed Name: John Finney

QUAIL MEADOW PROPERTY OWNERS  
ASSOCIATION, INC.

By: Brian F. McGuire  
Printed Name: BRIAN F. MCGUIRE  
Title: President

Address: 3155 NW 49th Avenue  
OCALA, FL 34482

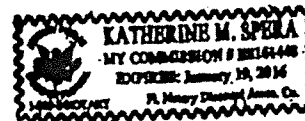
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2015, by Brian F. McGuire as President of QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she [ ] is personally known to me or [x] has produced FL ID # M2160-016-47-335-0 as identification.

WITNESS my hand in the County and State last aforesaid on this 21<sup>st</sup> day of August, 2015.

Katherine M. Speck  
Notary Public-State of Florida  
Print Name: Katherine M. Speck  
Commission No.: 6616145  
My Commission Expires:



ARTICLES OF INCORPORATION  
OF

QUAIL MEADOW PROPERTY  
OWNERS ASSOCIATION, INC.

FILED  
APR 16 PM 3:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE ONE  
NAME

The name of the corporation is QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE TWO  
DURATION

The corporation shall have perpetual duration.

ARTICLE THREE  
PURPOSES AND POWERS

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which it is formed are:

A. To be and constitute the Association to which reference is made in the PROTECTIVE COVENANTS OF QUAIL MEADOW, A SUBDIVISION, (hereinafter "Declaration") as recorded in Official Records Book 1414, pages 0921 through 0937 of the Public Records of Marion County, Florida. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Declaration, in the By-Laws and as provided by law.

B. To provide an entity for the furtherance of the interests of the Owners of lots in Quail Meadow Subdivision.

In furtherance of its purposes, the corporation shall have the following powers, which, ~~unless indicated otherwise by the Declaration or By-Laws, may be exercised by the Board of Directors:~~

1. All of the powers conferred upon corporations not for profit by common law and the statutes of the State of Florida in effect from time to time.

2. All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws or the Declaration, including without limitation, the following:

(a) To fix and to collect assessments or other charges to be levied against the Properties;

(b) To manage, control, operate, maintain, repair and improve Common Property and facilities, streets, right-of-ways, public ways, drainage facilities and drainage improvements, retention facilities and property acquired by the corporation, or any property owned by another, for which the corporation by rule, regulation, declaration or contract has a right or duty to provide such services;

(c) To enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under any Declaration of Restrictive Covenants or By-Laws;

(d) To engage in activities which will actively foster, promote and advance the common interests of all Owners of lots in Quail Meadow Subdivision;

(e) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purpose of the corporation;

(f) To borrow money for any purpose, subject to limitations contained in the By-Laws;

(g) To enter into, make, perform or enforce contracts of every kind and description; and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association with or in association with any corporation or other entity or agency, public or private.

(b) To act as agent, trustee or other representative of other corporations, firms or individuals; and as such to advance the business or ownership interests of such corporation, firms or individuals;

(i) To adopt, alter and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that such By-Laws may not be inconsistent with or contrary to any provision of the Declaration;

(j) To provide any and all supplemental municipal services as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article Three are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article Three.

#### ARTICLE FOUR MEMBERSHIP

The corporation shall be a membership corporation without certificates or shares of stock.

The corporation shall have two classes of membership; Class "A" and Class "B", as follows:

A. Class "A". Class "A" members shall be those owners as defined in the Declaration with the exception of the Declarant or its successor in title. Class "A" members shall be entitled to one vote for each lot in which they hold the interest required for membership;

B. Class "B". Class "B" members shall be the Declarant or its successor in title. The Class "B" member shall be entitled to five votes for each lot in which it holds the interest required for membership provided the Class "B" membership shall cease and become converted to Class "A" membership in accordance with the terms and conditions of the Declaration of Restrictive Covenants.

**ARTICLE FIVE**  
**BOARD OF DIRECTORS**

The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors. The Board shall consist of not less than three, nor more than seven, members; the specific number to be set from time to time as provided in the By-Laws.

The initial Board of Directors, who shall serve until the first appointment or election of directors, are as follows:

Gordon Lutz	2311 N.E. 40th Street Fort Lauderdale, Florida 33308
William Welch	c/o Pine Meadow Farm Highway 27 North County Road 225-A Ocala, Florida 32675
Marlene Boyle	5850 S.W. State Road 200 Ocala, Florida 32676

So long as there shall be a Class "B" membership, the Class "B" member shall appoint all directors, who shall serve at the pleasure of the Class "B" member. At the first annual meeting of the membership after the termination of such Class "B" membership, and at each annual meeting of the membership thereafter, all directors shall be elected. The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

**ARTICLE SIX**  
**DISSOLUTION**

The corporation may be dissolved only as provided in the Declaration of Restrictive Covenants, By-Laws and by the laws of the State of Florida.

**ARTICLE SEVEN**  
**AMENDMENTS**

These Articles may be amended as provided by Section 617.01, Florida Statutes, provided no amendment shall be in conflict with the Declaration and provided further no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

ARTICLE FIVE  
BOARD OF DIRECTORS

The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors. The Board shall consist of not less than three, nor more than seven, members; the specific number to be set from time to time as provided in the By-Laws.

The initial Board of Directors, who shall serve until the first appointment or election of directors, are as follows:

Gordon Lats	2311 N.E. 40th Street Fort Lauderdale, Florida 33308
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Marlene Boyle	5850 S.W. State Road 200 Ocala, Florida 32676

So long as there shall be a Class "B" membership, the Class "B" member shall appoint all directors, who shall serve at the pleasure of the Class "B" member. At the first annual meeting of the membership after the termination of such Class "B" membership, and at each annual meeting of the membership thereafter, all directors shall be elected. The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE SIX  
DISSOLUTION

The corporation may be dissolved only as provided in the Declaration of Restrictive Covenants, By-Laws and by the laws of the State of Florida.

ARTICLE SEVEN  
AMENDMENTS

These Articles may be amended as provided by Section 617.01, Florida Statutes, provided no amendment shall be in conflict with the Declaration and provided further no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

INCORPORATION OF QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC., a  
corporation not-for-profit, this 7 day of April, 1987.

William Welch  
William Welch

Marlene Boyle  
Marlene Boyle

Louis V. Curry, Jr.  
Louis V. Curry, Jr.

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, a Notary  
Public duly authorized in the State and County named above to take  
acknowledgments, personally appeared WILLIAM WELCH, to me well known  
to be the person described as subscriber in and who executed the  
foregoing ARTICLES OF INCORPORATION, and acknowledged before me that  
he subscribed to those ARTICLES OF INCORPORATION.

WITNESS my hand and official seal in the County and State  
above named this 7<sup>th</sup> day of April, 1987.

Samuel H. Beardsley  
Notary Public  
State of Florida at Large  
My Commission Expires: 9/24/89

(SEAL)

Notary Public State of Florida at Large  
My Commission Expires Sept. 24, 1989  
Notary Public Seal No. 12345

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, a Notary  
Public duly authorized in the State and County named above to take  
acknowledgments, personally appeared MARLENE BOYLE, to me well known  
to be the person described as subscriber in and who executed the  
foregoing ARTICLES OF INCORPORATION, and acknowledged before me that  
she subscribed to those ARTICLES OF INCORPORATION.

WITNESS my hand and official seal in the County and State  
above named this 7<sup>th</sup> day of April, 1987.

Samuel H. Beardsley  
Notary Public  
State of Florida at Large  
My Commission Expires: 9/24/89

(SEAL)

Notary Public State of Florida at Large  
My Commission Expires Sept. 24, 1989  
Notary Public Seal No. 12345

ARTICLES OF MERGER

FILED  
15 JAN 20 PM 4:01

QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.  
QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to Section 617.1101 through 617.1105, *Florida Statutes*, the undersigned corporations affirm and adopt the following:

1. The Agreement and Plan of Merger between Quail Meadow Recreation Property Owners Association, Inc. and Quail Meadow Property Owners Association, Inc., both Florida corporations not-for-profit, has been duly approved by the Board of Directors for each respective Association, and was submitted to the membership of each Association for a vote on its adoption.

2. The Plan of Merger was adopted pursuant to Section 617.1103(1)(a), as follows:

a. The members of the Surviving Corporation adopted the Plan of Merger by the majority vote of 250 members in favor, and 13 opposed, at the membership meeting of the Surviving Corporation duly held on December 6, 2014.

b. The members of the Non-Surviving Corporation adopted the Plan of Merger by the majority vote of 246 members in favor, and 12 members opposed, at the membership meeting of the Non-Surviving Corporation duly held on December 11, 2014.

3. The Surviving Corporation shall be Quail Meadow Property Owners Association, Inc.

4. The Articles of Incorporation and By-Laws of the Surviving Corporation will be the same as the existing Articles of Incorporation and By-Laws of Quail Meadow Property Owners Association, Inc., as amended from time to time.

5. The Agreement and Plan of Merger adopted by the corporations is attached herewith to these Articles of Merger.

6. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

QUAIL MEADOW PROPERTY OWNERS  
ASSOCIATION, INC.

QUAIL MEADOW RECREATION  
PROPERTY OWNERS  
ASSOCIATION, INC.

By: Karen Hutchison (signature)

By: [Signature] (signature)

Karen Hutchison (print), its President.

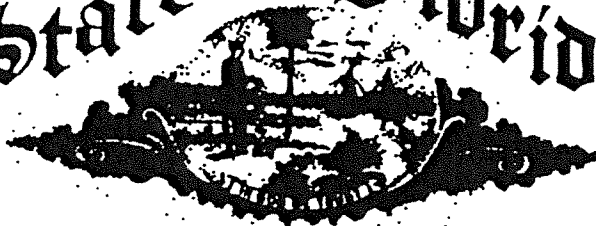
[Signature] (print), its President.

Date: 1/5/15

Date: 1/5/15



# State of Florida

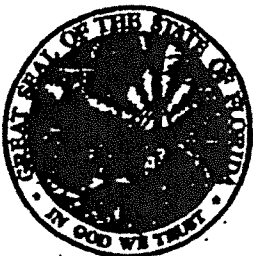


## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on January 20, 2015, for QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC., the surviving Florida entity, as shown by the records of this office.

The document number of this entity is N20172.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-seventh day of January, 2015



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

## AGREEMENT AND PLAN OF MERGER

### *QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC. QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC.*

This Agreement and Plan of Merger is executed by and among QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation (herein referred to as "Non-Surviving Corporation"), and QUAIL MEADOW PROPERTY OWNERS ASSOCIATION INC., a Florida Not for Profit Corporation (herein referred to as "Surviving Corporation"), said corporations being herein sometimes referred to as the "Constituent Corporations".

The Non-Surviving Corporation is duly organized and existing under the laws of the State of Florida, having been incorporated thereunder on November 9, 1992, and is the entity responsible for the operation and management of certain recreational areas and facilities, as more particularly described in the Third Amendment to Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1832, Page 1773, Public Records of Marion County, Florida, as altered, supplemented, or amended. The Surviving Corporation is a corporation organized and existing under the laws of the State of Florida, having been incorporated thereunder on April 16, 1987, and is the entity responsible for the operation and management of the subdivision known as Quail Meadow, as more particularly described in the Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1414, Page 0921, Public Records of Marion County, Florida, as altered, supplemented, and amended. All corporations were organized under their present names and such names have never been changed.

The principal office and mailing address of the Non-Surviving Corporation is 3158 NW 49th Avenue, Ocala, Florida 34482. The principal office and mailing address of the Surviving Corporation is also 3158 NW 49th Avenue, Ocala, Florida 34482.

The Board of Directors of the Non-Surviving Corporation and the Board of Directors of the Surviving Corporation deem it to be to the benefit and advantage of each of said corporations and their respective members that the Constituent Corporations merge under and pursuant to the provisions of Section 617.1105 of the Florida Statutes.

The Board of Directors of the Constituent Corporations must approve this Agreement and Plan of Merger by resolution prior to a vote regarding the same by their respective memberships, and shall direct that it be submitted to a vote of the respective members of the Constituent Corporations entitled to vote thereon for the purpose of considering the approval of this Agreement. Written notice setting forth this Agreement and Plan of Merger will be given to each member entitled to vote at such meeting in accordance with the Articles of Incorporation or Bylaws of the Constituent Corporations.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with Section 617.1105 of the Florida Statutes, the Non-Surviving Corporation shall be merged with and into the Surviving Corporation and that the

terms and conditions of such merger and the mode of carrying it into effect are, and shall be, as herein set forth.

#### ARTICLE I

Except as herein specifically set forth, the corporate existence of the Surviving Corporation, with all its purposes, powers and objects shall continue in effect and unimpaired by the merger, and the corporate identity and existence, with all the purposes, powers and objects of the Non-Surviving Corporation shall be merged into the Surviving Corporation, and the Surviving Corporation, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of the Non-Surviving Corporation shall cease as soon as the merger becomes effective as herein provided, and thereupon the Non-Surviving Corporation and the Surviving Corporation shall be a single corporation, to wit, the Surviving Corporation. This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the members of the Constituent Corporations as provided in Article VIII hereof. Upon such adoption, that fact shall be certified in Articles of Merger executed by the President of each of the Constituent Corporations, in compliance with Section 617.1105 of the Florida Statutes. This Agreement shall be filed with said Articles of Merger in the office of the Secretary of State of Florida, and a copy of this Agreement, certified by the Secretary of State of Florida, shall be recorded in the office of the Clerk of Courts of Marion County in the State of Florida.

The merger shall become effective when the necessary filings have been accomplished in Florida. The date when the merger becomes effective is sometimes herein referred to as the "Effective Date of the Merger".

#### ARTICLE II

Upon the Effective Date of the Merger, the Articles of Incorporation of Quail Meadow Property Owners Association, Inc. shall be the Articles of Incorporation of the Surviving Corporation, as amended herein, until the same shall be thereafter altered, amended or repealed in accordance with the law. Said Articles of Incorporation are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full. The changes to the Articles of Incorporation of the Surviving Corporation to be effected by the merger are as follows:

1. Article Five is amended, in part, to read as follows:

"The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors. The Board shall consist of not less than three, nor more than ~~seven~~ nine, members; the specific number to be set from time to time as provided in the By-laws."

#### ARTICLE III

Upon the Effective Date of the Merger, the By-Laws of Quail Meadow Property Owners Association, Inc. shall be the By-Laws of the Surviving Corporation, as amended herein, until the same shall be thereafter altered, amended or repealed in accordance with the law. Said

Bylaws are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full. The changes to the Articles of Incorporation of the Surviving Corporation to be effected by the merger are as follows:

1. Article Three, Section 3 is amended to read as follows:

"The number of Directors of the Association shall be fixed by resolution of the Board of Directors but in no event shall the number be less than three (3) nor more than ~~seven (7)~~ nine (9). Except with respect to directors selected by the Class "B" member of the Association, any person nominated must own (or be a principal officer of the Owner) or reside at a lot or be the spouse of an Owner."

#### ARTICLE IV

Upon the Effective Date of the Merger, the Surviving Corporation shall continue in existence and, without further transfer, succeed to and possess all the rights, privileges and purposes of each of the Constituent Corporations and all of the property, real and personal, including any causes of action, duties, rights and remedies under the Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1414, Page 0921, Public Records of Marion County, Florida, as altered, supplemented, and amended from time to time, and every other asset of each of the Constituent Corporations (including, but not limited to, the right to collect assessments due to the Constituent Corporations pursuant to the budgets adopted by the Constituent Corporations) shall vest in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all the liabilities, obligations, and penalties of each of the Constituent Corporations.

Funds of the Non-Surviving Corporation, which shall become titled in the Surviving Corporation as a result of the merger, shall be used only for the purposes defined in the Third Amendment to Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1832, Page 1773, Public Records of Marion County, Florida, as altered, supplemented, and amended from time to time, for which said funds had accrued. All monies assessed, charged, collected, borrowed, held, allocated, accounted for, spent, invested, and otherwise managed by the Surviving Corporation shall continue to be in compliance with the Protective Covenants of Quail Meadow Subdivision and Florida Statutes, as altered, supplemented, and amended from time to time.

No liability or obligation due or to become due, claim or demand for any cause existing in favor or against any Constituent Corporation, or any member, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against any Constituent Corporation, or any member, officer, director or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in any action or proceeding in place of the Non-Surviving Corporation.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in the Surviving Corporation the title of any property or rights of the Constituent Corporations or otherwise to carry out the provisions thereof, the proper officers and directors of the Constituent Corporations, as of the Effective Date of the Merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the provisions thereof.

#### ARTICLE V

Upon the Effective Date of the Merger, and pursuant to Section 617.1101(2)(d), Florida Statutes, memberships of the Non-Surviving Corporation shall be converted to memberships in the Surviving Corporation, in light of the fact that each member of the Non-Surviving Corporation is also already a member of the Surviving Corporation. No other conversion of obligations or securities will occur as a result of the merger.

#### ARTICLE VI

The Board of Directors of the Surviving Corporation, as of the Effective Date of the Merger, shall remain as constituted pursuant to the Articles of Incorporation and Bylaws of the Surviving Corporation. If, on or after the Effective Date of the Merger, a vacancy shall come to exist in the Board of Directors of the Surviving Corporation, or in any of the offices, such vacancy may be filled in the manner provided in the Articles of Incorporation and By-Laws of the Surviving Corporation, as altered and amended from time to time, and in accordance with the law.

#### ARTICLE VII

All corporate acts, plans, policies, approvals, and authorizations of the Non-Surviving Corporation, its members, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents which were valid and effective immediately prior to the Effective Date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the Non-Surviving Corporation. Such merger shall not in itself effect any other change in such plans or rights.

#### ARTICLE VIII

This Agreement and Plan of Merger shall be submitted to the members of each of the Constituent Corporations as provided by the applicable laws of the State of Florida. There shall be required for the adoption of this Agreement by (i) the Non-Surviving Corporation - the affirmative vote of the holders of at least a majority of the membership of the Non-Surviving Corporation at a duly noticed meeting of the Association, voting in person or by proxy at a duly noticed meeting of the Association, provided that such approval constitutes approval by a majority of the entire membership of the corporation; and by (ii) the Surviving Corporation - the affirmative vote of the holders of at least a majority of the membership of the Surviving Corporation, voting in person or by proxy at a duly noticed meeting of the Association, provided

that such approval constitutes approval by a majority of the entire membership of the corporation. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the respective Boards of Directors of the Constituent Corporations to be necessary to effect such merger.

#### ARTICLE IX

The Surviving Corporation hereby agrees that it may be served with process in any proceedings for enforcement of any obligation of the Non-Surviving Corporations as well as for the enforcement of any obligation resulting from the merger.

#### ARTICLE X

This Agreement and the merger may be terminated and abandoned by resolutions of the Board of Directors of the Non-Surviving Corporation and the Surviving Corporation prior to the Effective Date of the Merger. In the event of the termination and the abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article X, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or its membership or the directors or officers in respect thereof.

#### ARTICLE XI

This Agreement and Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each party of this Agreement and Plan of Merger duly authorized by its respective Board of Directors has caused these presents to be executed on its behalf by its President and attested to by its Secretary as of the day and year indicated below.

QUAIL MEADOW PROPERTY OWNERS  
ASSOCIATION, INC.


BY: Karen Hitchison  
President

Date: 11/03/14

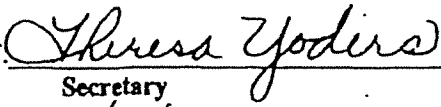
ATTEST: Donna Ellis  
Secretary

Date: 11/03/14

QUAIL MEADOW RECREATION  
PROPERTY OWNERS ASSOCIATION, INC.

BY:   
President

Date: 11/3/14

ATTEST:   
Secretary

Date: 11/3/14

ACTIVE: 6377764\_1

BY-LAWS OF

QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE ONE

NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section 1. Name. The name of the Association shall be Quail Meadow Property Owners Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the ARTICLES OF INCORPORATION of the Association and those certain PROTECTIVE COVENANTS of QUAIL MEADOW SUBDIVISION (said Covenants, as amended, renewed or extended from time to time, are hereinafter sometimes referred to as the "Covenants").

See footnote on page 10 with regard to Class "B" membership no longer in existence as of October 1, 1999.

Section 3. Definitions. The words used in these By-laws shall have the same meaning as set forth in the Covenants unless the context shall prohibit.

ARTICLE TWO

MEETINGS, QUORUM, VOTING AND PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners of Lots as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Association shall meet annually thirty (30) days prior to the close of the fiscal year as herein provided. After the first annual meeting, the succeeding meetings shall be held on the anniversary date or within one week thereof in each year on such day as may be formally set by the Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the votes of the Class "A" members of the Association. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her own Lot, the Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notwithstanding anything to the contrary stated herein, notice need only be

Dec. 2007





given to those members having voting rights under the Covenants with respect to the matters to be addressed at the meeting.

Section 5. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Owners of Lots who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Voting. The voting rights of the members shall be as set forth in the Covenants.

Section 7. Proxies. A vote may be cast in person or by proxy. Proxies may be given to any person and shall be valid only if in writing and in form approved by the Secretary and shall be for the particular meeting designated therein and must be filed with the Secretary at least three (3) days before the appointed time of the meeting.

Section 8. Majority of Owners. As used in these By-laws, the term "majority" shall mean those votes, owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the whole.

Section 9. Quorum. Except as otherwise provided in these By-laws or in the Covenants, the presence in person or by proxy of the Owners of at least one third (1/3) of the Lots shall constitute a quorum at all meetings of the Association. Where only the Class "B" member has voting rights under the Covenants with respect to the matters to be addressed, the presence of the Class "B" member shall constitute a quorum.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting, as well as a record of all transactions occurring thereat. ROBERT'S RULES OF ORDER (current edition) shall govern the conduct of all meetings of the Association when not in conflict with the Covenants or these By-laws.

### ARTICLE THREE

#### BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

Section 1. Governing Body. The affairs of the Association shall be governed by a Board of Directors.

Section 2. Initial Directors. The initial directors shall be selected by the Class "B" member of the Association and shall serve at the pleasure of the Class "B" member until the Class "B" membership terminates, as provided in the Covenants. The directors selected by the Class "B" member of the Association need not be owners or residents in the community. The names of the initial directors selected by the Class "B" member of the Association are set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. The number of Directors of the Association shall be fixed by resolution of the Board of Directors but in no event shall the number be less than three (3) nor more than seven (7). Except with respect to directors selected by the Class "B" member of the Association, any person nominated must own (or be a principal officer of the Owner) or reside at a lot or be the spouse of an Owner.

Section 4. Nomination of Directors. Except with respect to Directors selected by the Class "B" member of the Association, nominations for election to the Board of Directors shall be made by a nominating committee. The nominating committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting; such appointment shall be announced at each such annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled.

Section 5. Election and Term of Office. So long as there shall be a Class "B" membership, the Class "B" member shall appoint all directors, who shall serve at the pleasure of the Class "B" member. Directors appointed by the Class "B" member need not be owners or residents in the community. At the first annual meeting of the membership after the termination of the Class "B" membership, or at a special meeting of the membership called for that purpose after the termination of the Class "B" membership, and at each annual meeting of the membership thereafter, all directors shall be elected. The initial terms of the directors shall be fixed at the time of their election. The term of one director shall be fixed at one year; the term of one director shall be fixed at two years; and the term of one director shall be fixed at three years. If more than three directors are elected, the remaining directors' initial terms shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Article 3, Section 5, and Article 4, Section 2 of the QMPOA By-Laws, were amended at the Annual Meeting held on December 9, 2006, to add:

With the election of Directors at the Annual Meeting held on December 9, 2006, for the year 2007, there shall be one director elected for a term of one year; one director elected for a term of two years; and, three directors elected for a term of three years. After this, all Directors shall be elected for a period of three years.

Section 6. Removal of Directors. Upon the termination of the Class "B" membership, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Owners of Lots and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners of Lots shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director or a vote of the Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum; and each person so elected shall be a member of the Board of Directors for the remainder of the term of the vacated member and until a successor shall be elected at the annual meeting of the Association, at which such director's position would be filled in accordance with Section 4 of this Article Three; provided further vacancies occurring with respect to directors selected by the Class "B" member of the Association shall be filled by such Class "B" member.

Section 8. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such a meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during the fiscal year.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon seven (7) days' notice to each director, given personally or by mail or telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

Section 11. Notice. All meetings of the Board of Directors shall be open to all Owners, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise governed by the attorney/client privilege. Subsequent to termination of Class "B" membership, notices of all meetings of the Board of Directors which are open to Owners shall be posted by the Secretary in a conspicuous place in the Quail Meadow Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, subsequent to termination of Class "B" membership, if notice is not posted in a conspicuous place in the Quail Meadow Subdivision, notice of each meeting of the Board of Directors shall be mailed or delivered to each Owner at least seven (7) days before the meeting, except in an emergency. If an Owner wishes notice to be given at an address other than his or her Lot, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. An Assessment may not be levied at a meeting of the Board of Directors unless notice of the meeting required under this Section includes a statement that Assessments will be considered and the nature of the Assessment.

Section 12. Waiver of Notice. Any director may, at any time, in writing, waive notice of the

meeting of the Board of Directors and such waiver be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by her or him of the time, place and purpose of such meeting.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority vote of those present in person or by proxy at a regular or special meeting of the Association.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. ROBERT'S RULES OF ORDER (current edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Covenants or these by-laws.

Section 16. Proxies and Secret Ballots. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that secret ballots may be used in the election of officers.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by law, and may do all acts and things as are not by the Covenants, Articles or these By-laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt rules and regulations deemed necessary and to impose sanctions for violation thereof, including, but without limitation, fines which may be collected as provided in the Covenants for assessments.

#### ARTICLE FOUR

##### OFFICERS

Section 1. Officers. The officers of the Association shall be President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors may elect such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person.

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Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members, as herein set forth in Article Three. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

See Amendment for Term of Office under Article 3, Section 5.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget, as provided for in the Covenants and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Effective January 1, 2008, the Treasurer may impose an administrative fee, up to the limits stated in Florida Statute 720.3085, for the collection of each installment of late assessments due the Association.

Section 5. Resignation. Any officer may resign, at any time, by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE FIVE

### COMMITTEES

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by resolution adopted by a majority of the directors present at a meeting at which a quorum is present are hereby authorized. Such committee shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors and the applicable provisions of these by-laws.

Section 2. Notice. Meetings of committees shall be open to all Owners, where: (a) a final decision may be made regarding the expenditure of Association funds; or (b) the committee is vested with the power to approve or disapprove architectural decisions with respect to a Lot. Meetings between the committee and the attorney for the Board of Directors with respect to proposed or pending litigation where the contents of the discussion would be otherwise governed

by the attorney/client privilege are an exception to the foregoing. Subsequent to termination of Class "B" membership, notices of all meetings open to all Owners shall be posted in a conspicuous place in the Quail Meadow Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, subsequent to termination of Class "B" membership, if notice is not posted in a conspicuous place in the Quail Meadow Subdivision, notice of each meeting open to all Owners shall be mailed or delivered to each Owner at least seven (7) days before the meeting, except in an emergency. If an Owner wishes notice to be given at an address other than his or her Lot, the Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 3. Proxies and Secret Ballots. Committee members may vote by proxy or by secret ballot except at meetings where a final decision may be made regarding the expenditure of Association funds or at the meeting of a committee vested with the power to approve or disapprove architectural decisions with respect to a Lot.

## ARTICLE SIX

### OBLIGATIONS AND ENFORCEMENT: AMENDMENT OF BY-LAWS

Section 1. General. Each Owner and the Owner's tenants, guests and invitees, and the Association, are governed by, and must comply with, the applicable provisions of Florida law, the Covenants, the Articles of Incorporation and the rules and regulations duly adopted by the Board of Directors. Actions in law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Owner against; (a) the Association; (b) an Owner; (c) any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and (d) any tenants, guests or invitees occupying a Lot or using the Common Areas. The prevailing party in any such litigation is entitled to recover reasonable attorneys' fees and costs. This Section shall not deprive any person of any other available right or remedy.

Section 2. Suspension of Rights: Fines. The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use Common Area and facilities and may levy reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed One Thousand Dollars (\$1,000.00) in the aggregate. The Association may suspend the voting rights of an Owner for the non-payment of regular annual Assessments that are delinquent in excess of ninety (90) days.

Section 3. Notice and Opportunity To Be Heard. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority

vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this Section do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due.

Section 4. Non-impairment of Ingress and Egress. Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

Section 5. Amendment of By-laws. These by-laws may be amended by the members of the Association at any regular or special meeting duly called for the purpose, by the affirmative vote of a majority vote of the Class "A" members of the Association in attendance, in person or by proxy, and by the Class "B" member so long as the Class "B" membership shall exist. Notwithstanding the foregoing, those provisions of these by-laws which are governed by the Covenants or by Florida law may not be amended, repealed or altered except as provided in the Covenants or by applicable law. No amendment to these by-laws shall alter, modify or rescind any right, title, interest or privilege herein granted or according to the holder of any mortgage affecting any Lot unless such holder shall consent in writing thereto.

## ARTICLE SEVEN

### BUDGETS AND FINANCIAL REPORTING

Section 1. Adoption of Budget. The Board of Directors shall adopt a budget for Association expenses, including the cost of maintenance, repair, replacement and service of Common Areas and Improvements ("Association Expenses") for each forthcoming fiscal year at a special meeting of the Board of Directors (the "Budget Meeting") called for that purpose during the first two (2) weeks of December of every calendar year. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board of Directors which shall reflect the estimated revenues and expenses for the forthcoming year and the estimated surplus or deficit as the end of the current fiscal year. The budget shall set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer or another person. Copies of the proposed budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Owner having voting rights under the Covenants at the address for giving notice hereunder, on or before thirty (30) days prior to the Budget Meeting.

Section 2. Financial Procedures. In administering the finances of the Association, the following procedures shall govern: (a) the fiscal year shall be the calendar year; (b) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (c) there shall be a portion between calendar years on a pro-rata basis any expenses which are pre-paid in any one calendar year for Association Expenses which cover more than a calendar year; (d) assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of all the anticipated current Association Expenses and for all unpaid Association Expenses previously incurred; (e) Association Expenses incurred in a calendar year shall be charged against income for the same year, regardless of when the bill for such Association Expenses is received. Assessments

shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The Association shall employ a method of accounting which shall conform to generally accepted accounting standards and principles. No Board of Directors shall be required to anticipate revenues from Assessments or expend funds to pay for Association Expenses not included in the Budget or which shall exceed budgeted items, and no Board of Director shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than income from Assessments, then such deficit shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board.

Article 7, Section 2 of the Quail Meadow Property Owners Association By-Laws, was originally amended at the December, 2000, annual meeting to add:

"The membership must approve any non-budgetary expense, incurred by the Quail Meadow Property Owners Association, up to \$2,000 per occurrence."

Article 7, Section 2 of the Quail Meadow Property Owners Association By-Laws, was further amended at the December, 2002, annual meeting to read:

"The membership must approve any non-budgetary expense, incurred by the Quail Meadow Property Owners Association, which exceeds \$2,000 per occurrence."

Section 3. Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of each of each fiscal year occurring subsequent to termination of the Class "B" membership. The Association shall, within said sixty (60) day period, mail to each owner at the address for giving notice under these by-laws, a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Owner. The financial report shall consist of either: (a) financial statements presented in conformity with generally accepted accounting principles; or (b) a financial report of actual receipts and expenditures, cash basis, which reports shall show: (1) the amount of receipts and expenditures by classification; and (2) the beginning and ending cash balances of the Association.

## ARTICLE EIGHT

### MISCELLANEOUS

Section 1. Parliamentary Rules. ROBERT'S RULES OF ORDER (current edition) shall govern the conduct of the Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Covenants or these By-laws.

Section 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Florida law, the Articles of Incorporation, the Covenants and these By-laws, the provisions of Florida law, the Covenants and the Articles of Incorporation (in that order) shall prevail.

Section 3. Books and Records. The books, records and papers of the Association shall, at all reasonable time, be subject to inspection by any member of the Association.



Footnote to Article 1, Section 2, Membership.

Class "B" membership ceased to exist as of October 1, 1999.

Protective Covenants of Quail Meadow Subdivision, 30 (d) (1) states: Class "A" members become entitled to full voting privileges at such time as the Developer no longer owns any property in the Subdivision, or at such earlier time as the Class "B" member so designates by notice in writing to the Association.

Protective Covenants of Quail Meadow Subdivision, 30 (d) (2) states: At such time as the Class "A" membership shall be entitled to full voting privileges, the Class "B" membership shall cease to exist and automatically terminate, in which event Class "B" membership insofar as it may then hold any interest required for membership. From and after the date on which Class "B" membership shall automatically terminate and cease to exist, such membership shall not be revived or reinstated.

# DIRECTORY OF BY-LAWS

## QUAIL MEADOW PROPERTY OWNERS ASSOCIATION

	Article	Section		Article	Section
			Parliamentary Rules	8	1
Adjournment of Meetings	2	5	Powers of Directors	3	17
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				3	16
Books and Records	8	3			
Budget - Adoption	7	1	Quorum	2	9
				3	13
Committees - General	5	1			
Notice	5	2	Removal of Directors	3	6
Proxies and Secret Ballots	5	3	Resignation of Directors	4	5
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Compensation	3	14	Secret Ballots	3	16
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	3	15	Suspension of Rights	6	2
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			Vacancies on Board	3	6
Definitions	1	3	Voting	2	6
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Election/Term of Office	4	2			
	3	5			
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	3	6			
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Financial Procedures	7	2			
Financial Reporting	7	3			
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Class "B"					
			Footnote on last page		
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Obligation & Enforcement of By-Laws	6	1			
Officers	4	1			

By-Laws retyped 4/9/07

**EXHIBIT "D"**  
**EXEMPT PARCELS**

The following lots situated in QUAIL MEADOW SUBDIVISION, as per plat thereof, recorded in Plat Book Y, pages 89 and 91, Public Records of Marion County, Florida, are exempt properties:

Lots 1 and 7; Block A; Lots 3, 23, 24 and 25; Block B; Lots 5, 7, 14, 15 and 19; Block C; Lots 9, 14, 17 and 20; Block D; Lots 3 and 26; Block V; Lots 5, 27 and 28; Block W; Lots 10, 15, 17 and 18; Block X; QUAIL MEADOW SUBDIVISION, as per plat thereof, recorded in Plat Book Y, pages 89 through 91, Public Records of Marion County, FL.

